

Government of the District of Columbia
Child and Family Services Agency



REQUEST FOR APPLICATIONS (RFA)
#DCRL-2014-U-0009

Fiscal Year 2014
Family Preservation Project

The Child and Family Services Agency, Contracts and Procurement Administration invites the submission of applications for funding through the District of Columbia.

Late Applications Will Not Be Forwarded to the Review Panel.

FAMILY PRESERVATION PROJECT

Pursuant to the *Child and Family Services Grant-Making Amendment Act of 2008*, D.C. Law 17-199, effective July 18, 2008 (D.C. Official Code § 4-1303.03(a-1)), the District of Columbia Child and Family Services Agency (“CFSA”) invites qualified applicants to submit applications for grant funding to develop and implement a program that provides legal advocacy for wards of CFSA, the “Family Preservation Project.”

The Family Preservation Project (FPP) will provide critical legal advocacy and, if possible, social work services to low-income families at risk of entering the abuse and neglect system and potentially having a child removed from the home. Through timely, coordinated legal support, CFSA and its partners are exploring the creation of a program for parents and caregivers. The FPP aims to prevent unnecessary removals and foster care placements, to minimize the emotional trauma caused by removal, to keep more children with their families when those families are capable of caring for them, and to allow the District’s foster care system to focus its resources on children who truly need its protection. The program shall serve to support families who are at risk of having a child removed from the home for which some targeted civil legal intervention is needed.

Up to one (1) grant will be awarded for a period of one (1) year. The grant may be renewed for up to four (4) additional years, subject to availability of funding. Anticipated total funding for the project will be up to \$250,000 in the first year. Applicants must demonstrate capacity to have the project fully functioning within forty-five (45) days following notification of the grant award.

Announcement Date: Wednesday, August 14, 2013

Request for Applications Release Date: Thursday, August 15, 2013

Application Submission Deadline: 2:00 p.m., on Tuesday, September 17, 2013

LATE APPLICATIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	5
Background and Need.....	5
SECTION II: AWARD INFORMATION.....	6
Explanations to Prospective Applicants.....	7
SECTION III: APPLICATION AND SUBMISSION INFORMATION	7
Applicant Checklist.....	7
Description of Application Sections	9
Applicant Profile.....	9
Table of Contents	9
Application Summary	9
Project Narrative	9
Organization, Experience and Qualifications of Applicant	10
Program Budget and Budget Narrative.....	10
Appendices	10
Request for Application Provisions	10
Submission Dates and Location.....	11
Application Identification	11
Application Submission Date and Time	11
Mail Courier/Messenger Delivery	12
SECTION V: PROGRAM AND ADMINISTRATIVE REQUIREMENTS.....	12
Use of Funds	12
Grant Agreement.....	12
SECTION VI: GENERAL PROVISIONS	13
Confidentiality of Records.....	13
HIPAA Privacy Compliance	14
Definitions.....	14
Obligations and Activities of Business Associate	15
Permitted Uses and Disclosures by Business Associate	16
Obligations of CFSA.....	16

Permissible Requests by CFSA	16
Term and Termination	16
Effect of Termination.....	17
Miscellaneous	17
Compliance	18
Insurance	18
Audits.....	20
Nondiscrimination in the Delivery of Services.....	20
SECTION VII: PROGRAM SCOPE.....	20
Program Objectives/Evaluation	22
Applicant Responsibilities/Scope of Work.....	22
Staff Requirements.....	23
Training.....	23
Performance Standards and Quality Assurance.....	24
Monitoring	24
Disciplinary Action	24
SECTION VIII: REVIEW AND SCORING OF APPLICATIONS.....	24
Applicant Review Panel	24
Scoring Criteria	24
Criterion A: Theoretical and Technical Soundness of the Proposal (Total 55 Points).....	24
Criterion B: Organizational Capability and Relevant Experience (Total 35 Points).....	25
Criterion C: Sound Fiscal Management and Reasonable Budget (Total 10 Points).....	26
Decision on Awards	26
ATTACHMENT B – ORIGINAL RECEIPT	28
ATTACHMENT C - CERTIFICATIONS	29
ATTACHMENT D - STAFFING PLAN	32
ATTACHMENT E - BUDGET	33
ATTACHMENT F – ACKNOWLEDGEMENT	35

SECTION I: GENERAL INFORMATION

Background and Need

In the District of Columbia, the Child and Family Services Agency (CFSA) is the public child welfare agency (Title IV-E and IV-B) with the legal authority and responsibility to protect child victims, and those at risk of abuse and neglect. Like public child welfare agencies across the nation, CFSA protects children through four core functions: taking and investigating reports of child abuse/neglect; working with and strengthening families of child victims and those at risk; providing safe, temporary settings for children who cannot be safe in their homes; and ensuring children leave foster care for permanent homes. Among factors that distinguish District child welfare are:

- Both state and local functions within CFSA.
- Partial privatization, with private agencies under contract managing about half of the total caseload.
- Local statutes that allow youth to remain in the system to age 21, if necessary.
- A large proportion of older youth in foster care, with more than half (56%) of the current population age 12 or older.
- Challenges associated with one of the highest percentages of children living in poverty—approximately 30% compared to 22% nationally.¹

While the District has been moving ahead with child welfare reform for more than a decade, recent events have dramatically accelerated progress. Under new leadership in 2012, CFSA and the local child-serving community developed and rallied around a strategic agenda known as the Four Pillars. It is a bold offensive and strategically focused effort to improve outcomes for children, youth, and families involved with District child welfare. Each pillar represents an area ripe for improvement and features a values-based foundation, set of evidence-based strategies, and series of specific outcome targets.

- **Narrow the Front Door:** Children have the opportunity to grow up with their families and are removed from their families only when necessary to keep them safe. CFSA's priority is to reach out, locate, and engage relatives as resources for children and families who come to CFSA's attention. At the same time, CFSA is invested in expansion of a prevention strategy that provides resources families can access and use in their own communities without having to engage the child welfare system for help.
- **Temporary Safe Haven:** Foster care is a temporary safe haven, with planning for permanence beginning the day a child enters care. CFSA seeks relative placements first, followed by the most appropriate and homelike setting to keep children connected to their schools and communities. CFSA promotes and preserves maternal and paternal relationships and sibling connections through frequent, quality visits. Permanence is best achieved through a legal relationship such as reunification, guardianship, or adoption.

¹ Child Welfare League of America (2012), State Fact Sheets
<http://www.cwla.org/advocacy/statefactsheets/statefactsheets12.htm>

- **Well-Being:** Every child is entitled to a nurturing environment that supports healthy growth and development, good physical and mental health, and academic achievement. Most important, CFSA recognizes the impact of trauma on well-being and the role of the Agency and its partners in responding to children and families, many of whom have experienced significant trauma prior to becoming involved with child welfare. Several District agencies are aligning their priorities and resources to establish a seamless system of care to meet the mental health needs of children and families.
- **Exit to Positive Permanence:** Every child and youth exits foster care as quickly as possible for a safe, well-supported family environment or life-long connection. Older youth exit care with a minimum of a lifelong connection and the education and skills necessary to help them become successful, self-supporting adults. CFSA also offers community-based aftercare services to youth who have aged out of care.

CFSA is charged with promoting the safety, permanence and well-being of the District of Columbia's abused or neglected children and their families. We meet our mission by employing high quality social workers that provide assessment, case management and other support services, as well as contracting with a network of private providers and community-based services to provide placement, case management and other supports. Over the last several years, CFSA has substantially improved its performance in all areas. We have increased our focus on permanence for children. We have institutionalized national best practices in areas of Family Team Meetings and Structured Decision Making, and became the first state with a nationally certified State Automated Child Welfare Information Systems (SACWIS) to make the system fully accessible via the internet. Yet, there is still much more to be done for the District's most vulnerable children and their families.

SECTION II: AWARD INFORMATION

Source of Grant Funding

The funds currently made available are appropriated by the Council of the District of Columbia.

Amount of Award

The total amount available for funding shall not exceed \$250,000 in the first year (Fiscal Year 2014). CFSA intends to up to one (1) grant for the Family Preservation Project. CFSA reserves the right to assign the amount of individual awards.

CFSA fully expects each Applicant to detail within their budget the breakdown and usage of all available funds.

Start Dates and Periods

The term of the grant shall be for a period of one year from date of award, subject to appropriation of funds. Successful Applicant(s) must be prepared to sign the Grant Agreement within thirty (30) days of the award. At the end of the first year, the District may extend the term of this Grant Agreement for a period of four additional one year option periods, or successive fractions thereof by written notice to the Grantee, should further appropriations be made available or funds from other sources be made available. The notice does not commit the

District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The District reserves the right to issue a new grant announcement.

Explanations to Prospective Applicants

Inquiries regarding this RFA should be sent via email to **Shamika.Place@dc.gov**, CFSA Contracts and Procurement Administration. Please reference **DCRL-2014-U-0009** in the subject line. Inquiries must be submitted on or before **Tuesday, September 3, 2013**. **Questions submitted after the deadline will not receive responses.** Responses to all inquiries will be posted on the OPGS website (<http://www.opgs.dc.gov>) on or before **Tuesday, September 10, 2013**.

At any time, the Agency may suspend or terminate this RFA. CFSA reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA. Prospective Applicants are solely responsible for checking the OPGS website (<http://www.opgs.dc.gov>) for any additional changes or updates to the RFA and/or the application process.

The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the Applicant's sole responsibility.

SECTION III: APPLICATION AND SUBMISSION INFORMATION

Application Forms and Content Format

Applicant Checklist

- The Applicant organization/entity has responded to all sections of the Request for Application (RFA).
- The Applicant Profile, found in Attachment A, contains all the information requested and is affixed to the front of the application.
- **The conflict of interest policy:** A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict of interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an appropriate benefit. (IRS 1023 form) this document shall be agreed upon and signed by all board members.
- The Program Budget is complete and complies with the Budget form in Attachment D of the RFA. The budget narrative is complete and describes the category of items proposed. It should project income and expenses for the current fiscal year.
- **Separation of duties policy:** This statement should indicate how the organization separates financial transactions/duties between people within the organization for the purposes of preventing fraud and or waste. This policy should reflect the process of how major financial processes are handled such as assets handling, book keeping, and transaction comparison or review.

- **Balance Sheet:** the balance sheet can be obtained directly from the organization's financial system. This document is a snapshot of the organization's position at a point in time. The balance sheet includes assets, liabilities and net assets/equity. This financial statement will help the granting agency determine your organization's financial capabilities.
- **Tax Exemption Letter (if applicable):** Provide a copy of your organization's tax status.
- The application is printed **on 8 ½ by 11-inch paper, double-spaced, on one side (no single spacing). Applications that do not conform to this requirement will not be forwarded to the review panel.**
- The Application Summary section is complete and is within the page limit for this section of the RFA submission.
- The Organizational Experience and Qualifications of Applicant are complete and within the 2-page limit for this section of the RFA submission.
- The Project Narrative section is complete and is within the 10-page limit for this section of the RFA submission.
- **The Applicant is submitting the required four (4) copies of its application, including the original and three (3) copies. Applications will not be forwarded to the review panel if the Applicant fails to submit the required four (4) copies with one "original".**
- The application conforms to the "Application Format" of the RFA. **The review panel will not review applications that do not conform to the application format.**
- The appropriate appendices are included. These must include EEO, Tax Cert. Affidavit (OTR / DOES); and can include program descriptions, staff qualifications, individual resumes, licenses (if applicable), and other supporting documentation.
- The application is submitted to Child and Family Services Agency, Contracts and Procurement Administration, no later than 2:00p.m., on the deadline date of **2:00 p.m., on Tuesday, September 17, 2013**
- The application is submitted with **two original receipts**, found in Attachment B, attached to the outside of the envelope or package for CFSA approval upon receipt.

All grantees shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). By submission of its application, the Applicant is certifying and agreeing to comply with 29 DCMR § 8207. Failure to comply with the requirements may render a grantee subject to suspension of grant payments, termination of the grant or other available legal remedies.

Applicants are required to follow the format below and each proposal must contain the following information:

- ☐ Applicant Profile (See Attachment A)
- ☐ Table of Contents (Not counted in page total)
- ☐ Application Summary (Not to exceed 2 pages)
- ☐ Original Receipt (Attachment B)
- ☐ Staffing Plan (Not counted in page total, See Attachment D)
- ☐ Program Budget & Budget Narrative (Not counted in page total, See Attachment E)
- ☐ Brief Program Overview
- ☐ Project Narrative (Not to exceed 10 pages)

- ☐ Evaluation Plan
- ☐ Collaboration
- ☐ Sustainability Plan
- ☐ Certifications, Licenses, and Assurances (Must be notarized)
- ☐ Organization, Experience and Qualifications of Applicant (Not to exceed 2 pages)
- ☐ Appendices (Resumes, Organization Chart, Position Descriptions) (Not counted in page total)
- ☐ Acknowledgement of District and Federal Statutes (Signature)
- ☐ Attachments

Applicants should feel free to submit fewer pages than recommended for that section.

Description of Application Sections

The purpose and content of each section is described below. Applicants should include all information needed to adequately describe their objectives and plans for services. It is important that applications reflect continuity among the goals and objectives, program design, work plan of activities, and that the budget demonstrates the level of effort required for the proposed services.

Applicant Profile

Each application must include an Applicant Profile, which identifies the applicant, type of organization, project service area and the amount of grant funds requested. **See Attachment A.**

Table of Contents

The Table of Contents should list major sections of the application with quick reference page indexing.

Application Summary

This section of the application should be brief and serve as the cornerstone of the application. The application summary should highlight the major aspects of the objectives that are discussed in depth in other sections of the application.

Project Narrative

This section of the application should contain the narrative that justifies and describes the project to be implemented. The project narrative should include the following:

1. Target population to be served (including ages and location);
2. Understanding needs of target population(s) to be served;
3. Program objectives for the RFA;
4. Specific service/programs to be provided;
5. Work plan for activities (specify the sequential steps that you plan to initiate);
6. Number of clients to be served over grant period;
7. Understanding of demographics of population being served;
8. Demonstrate your organization's capacity and past experience to implement the proposed project.

9. Extent to which access barriers for the target population will be addressed;
10. How funds will be distributed consistent with the grant and monetary expenditures; and
11. Quality assurance mechanisms.

Organization, Experience and Qualifications of Applicant

The Applicant must provide detailed information on the qualifications and experience of the project staff to demonstrate the organization's capability to provide the services described in the RFA. The Applicant must list the key personnel who will be assigned to the proposed project and state the percentage of time each will devote to the project in total.

Program Budget and Budget Narrative

Standard budget forms are provided in Attachment D. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct and indirect costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the applicant arrived at the budget figures.

Appendices

This section shall be used to provide technical material, supporting documentation and endorsements, and must include copies of Applicant's:

- ❖ Equal Employment Opportunity
- ❖ Position Description & Specifications
- ❖ Tax Certification Affidavit (OTR/DOES)

Such items may also include:

- ❖ Audited financial statement
- ❖ Indication of nonprofit corporation status
- ❖ Roster of the Board of Directors
- ❖ Proposed organizational chart for the project
- ❖ Organizational budget (as opposed to project budget)
- ❖ Letters of support or endorsements
- ❖ Staff resumes; and
- ❖ Planned job descriptions.

Request for Application Provisions

- ❖ Funding for this award is contingent on continued funding from the grantor. The RFA does not commit the Agency to make an award.
- ❖ The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so. The Agency shall notify the applicant if it rejects that applicant's proposal. The Agency may suspend or terminate an outstanding RFA pursuant to its own grant making rule(s) or any applicable federal regulation or requirement.

- ❖ The Agency reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA.
- ❖ The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility.
- ❖ The Agency may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended.
- ❖ The Agency may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the applicant's proposal that may result from negotiations.
- ❖ The Agency shall provide the citations to the statute and implementing regulations that authorize the grant or subgrant; all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 225, 2 CFR 215; payment provisions identifying how the grantee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by the granting Agency; and compliance conditions that must be met by the grantee.
- ❖ If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

Submission Dates and Location

Application Identification

A total of four (4) copies, including the original and three (3) copies, of the application are to be submitted in a sealed envelope or package. Attachment B, found in this package, should be affixed to the outside of the envelope or package. **Of the four (4) copies, one (1) copy must be an original. Applications will not be forwarded to the review panel if the Applicant fails to submit the required four (4) copies with Attachment B affixed to the outside of the envelope or package. E-mail, telephonic, telegraphic or facsimile submissions will not be accepted.**

Application Submission Date and Time

Applications are due no later than **2:00 p.m., on Tuesday, September 17, 2013.** All applications will be recorded upon receipt. **Applications submitted at or after 2:01 p.m., on Tuesday, September 17, 2013, will not be forwarded to the review panel for funding consideration.** Any additions and/or deletions to an application will not be accepted after the 2:00 p.m. deadline on **Tuesday, September 17, 2013.** Applications must be ready for receipt by CFSA. The four (4) copies, including the original plus three (3) copies, of the applications **must be delivered to the following location:**

Contracts and Procurement Administration
Child and Family Services Agency
200 I Street SE, 2nd Floor
Washington, DC 20003

Mail Courier/Messenger Delivery

Applications that are mailed or delivered by Messenger/Courier services **must be** sent in sufficient time to be received by the 2:00 p.m., deadline on **Tuesday, September 17, 2013** at the above location. Applications arriving via messenger/courier services after the posted deadline of **2:00 p.m., on Tuesday, September 17, 2013 will not be forwarded to the review panel by CFSA.**

CFSA will not be responsible for delays in the delivery of application packages to its office.

SECTION V: PROGRAM AND ADMINISTRATIVE REQUIREMENTS

Use of Funds

Grant funds shall only be used to support activities as outlined in this RFA, and may not be used for direct financial assistance to clients and their families. Funds shall support specific program-related activities for up to twelve (12) months per budget period, including costs associated with:

- Staff training
- Staff who will be administering the program (specify percentage of time dedicated to activities)
- Evaluation of program activities for up to 10% of the project budget

Indirect costs shall not exceed 10% of the overall budget.

Grant Agreement

Applicant shall be required to sign a Grant Agreement prior to funds being transferred. CFSA reserves the right to require modifications to the program budget prior to award.

SECTION III: ELIGIBILITY INFORMATION

Eligible Applicants

Governmental organizations are not eligible to apply for funding.

Applications will be accepted only from legal aid clinics or law firms which have demonstrated abilities to meet the needs identified in this RFA, and who are able to commit to implementing the program measures over the grant period.

Successful applicants shall demonstrate experience with the target population including experience with child welfare cases and community outreach and advocacy. Successful applicants shall also provide services in accordance with all existing federal and District of Columbia laws, rules, and regulations, and consistent with policies, procedures and standards promulgated by the Child and Family Services Agency.

Target Recipient Audience

Applicants shall identify the target population to be served by their proposed program. Services shall be offered District-wide. The proposed program shall be accessible and flexible to accommodate the needs of participants, including work schedules, child care arrangements and transportation. All individuals to be served under the FPP are residents of the District of Columbia.

Need for Funding

Mirroring a national trend, the District's foster care population had been in steady decline for many years. However, the rate of decline accelerated in Fiscal Year (FY) 2012, dropping by 15%. Just a short time ago in 2011, the number of children served at home versus in foster care was still about equal (50-50). By the end of 2012, the gap was widening, with children served in-home versus out-of-home shifting to 55% versus 45%. As of June 30, 2013 CFSA was serving 1367 children in foster care and 1702 children in their homes. Our approach to service delivery is to strengthen those services and operations that are already in place, to identify additional service and resource requirements, and to develop and implement strategies to better meet the needs of the children and families who enter into, or who are at risk of entering or re-entering the District's child welfare system.

Many families who come to the attention of CFSA need assistance with legal advocacy. Referrals to the programs under the Family Preservation Project may include referrals from CFSA, self-referrals, court-ordered referrals or referrals initiated by community-based organizations. Services under the FPP are voluntary and provided at no cost to the participants. Applicants shall propose a strategy to identify and engage participants in services.

Cost Sharing or Match

No match required.

Other

Applicants who hold current Grant Agreements or Contract Agreements with CFSA, or whose members hold current Grant Agreements or Contract Agreements with CFSA, are eligible to apply provided the services do not conflict with a current Grant or Contract Agreement. Such applicants must identify potential areas of conflict of interest in the delivery of services to children and families involved with CFSA, and demonstrate how services under this funding announcement shall not conflict with or compromise other existing grant or contractual obligations.

SECTION VI: GENERAL PROVISIONS

Confidentiality of Records

Information concerning CFSA-involved children and families is strictly confidential and shall not be divulged to unauthorized persons (see D.C. Official Code §§ 4-1303.06 and 4-1405). The Grantee must demonstrate an ability to maintain the confidentiality of a client's information and to report the information specified below to CFSA. Specifically, upon notification of award, the Applicant agrees to and will abide by the following conditions:

- Whoever willfully disclosed, receives, makes use of or knowingly permits the use of confidential information concerning a child or individual in violation of D.C. Official Code §§ 4-1303.06 (applies to all CFSA records) shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$1,000.00 (D.C. Official Code § 4-1303.07).
- All project staff, prior to engaging in work with CFSA, shall sign a confidentiality statement. Prior to service initiation, Grantees shall develop and submit a signed confidentiality statement for each current staff person who will be working under the Agreement.

HIPAA Privacy Compliance

Under the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 (HIPAA), all associated rules and regulations are incorporated by reference herein.

Definitions

- a) "Business Associate" shall mean the Grantee.
- b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency.
- c) "Designated Record Set" means:
 - a. A group of records maintained by or for CFSA that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - b. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to protected health information created or received by the Business Associate from or on behalf of CFSA.
- g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

Obligations and Activities of Business Associate

- a) The Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d) The Business Associate agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- e) The Business Associate agrees to ensure that any agent, including a subGrantee, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- f) The Business Associate agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j) The Business Associate agrees to provide to CFSA or an Individual, in time and manner prescribed by the Grant Monitor, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Permitted Uses and Disclosures by Business Associate

- a) Refer to underlying services agreement. Except as otherwise limited in this Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- b) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c) Except as otherwise limited in this Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d) Except as otherwise limited in this Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).
- e) The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

Obligations of CFSA

- a) CFSA shall notify the Business Associate of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- b) CFSA shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- c) CFSA shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by CFSA

CFSA shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

Term and Termination

- a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of grant execution, and shall terminate when all of the Protected Health Information provided by CFSA to the Business Associate, or

created or received by the Business Associate on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by the Business Associate, CFSA shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the grant if the Business Associate does not cure the breach or end the violation within the time specified by CFSA;
 - ii. Immediately terminate the grant if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - iii. If neither termination nor cure is feasible, CFSA shall report the violation to the Secretary.

Effect of Termination

- a) Except as provided above (see Term and Termination), upon termination of the contract, for any reason, the Business Associate shall return or destroy all Protected Health Information received from CFSA, or created or received by the Business Associate on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subgrantees or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- b) In the event that the Business Associate determines that returning or destroying the protected Health Information is infeasible, the Business Associate shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Grant Monitor that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

Miscellaneous

- a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- c) Survival. The respective rights and obligations of the Business Associate under the above shall survive termination of the contract.
- d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

Compliance

Compliance with applicable District licensing, tax laws and regulations is a prerequisite for grant award. Upon notification of grant award, the following documents must be submitted prior to execution of the grant agreement: W-9 Form, Basic Business License, Certificate of Good Standing, Certificate of Insurance, Articles of Incorporation or proof of not-for-profit status (e.g. Internal Revenue Service Determination Letter), where applicable.

Insurance

The Applicant, when requested, must show proof of all insurance coverage required by law and grant agreement at the time of application. The Applicant shall maintain general liability insurance, consistent with District law. The Applicant is responsible for adhering to the guidelines as defined by the District of Columbia Office of Contracts and Procurement.

- A. **GENERAL REQUIREMENTS.** The Grantee shall procure and maintain, during the entire period of performance under the Grant Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the Grant Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Grantee shall require all of its subgrantees to carry the same insurance required herein. The Grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Grantee shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
 2. Workers' Compensation Insurance. The Grantee shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

Employer's Liability Insurance. The Grantee shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

3. Professional Liability Insurance (Errors & Omissions) and Legal Malpractice Insurance. The Grantee shall provide Professional Liability Insurance (Errors and Omissions) and Legal Malpractice Insurance to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
- B. **DURATION.** The Grantee shall carry all required insurance until all grant work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this grant.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THIS GRANT.
- D. **GRANTEE'S PROPERTY.** Grantee and subgrantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.
- F. **NOTIFICATION.** The Grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street SE, 2nd Floor
Washington, DC 20003

Audits

Each Grantee shall have an annual audit performed by an auditor who is independent from the staff person who authorizes expenditure of project funds. Whenever an audit shows that expenditures not allowable under the grant have been charged to the grant or that the Grantee has otherwise failed to discharge its obligation to account for the expenditure of grant funds, the Grant Officer shall disallow the expenditure of the funds.

At any time or times within the next twenty-four (24) months, CFSA may request the successful Applicant's expenditure statements, source documentation, and other audited financial records. By submission of their application, Applicants agree to comply with 29 DCMR § 8213.1 which requires grantees to maintain documents for three years from grant close-out.

Nondiscrimination in the Delivery of Services

In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under any activity receiving these grant funds.

SECTION VII: PROGRAM SCOPE

Program Description

The Child and Family Services Agency (CFSA) investigates reports of child abuse and neglect, and provides child protection. Services include foster care, adoption, and supportive community-based services to enhance the safety, permanence, and well-being of abused, neglected, and at-risk children and their families in the District of Columbia. We seek to achieve the highest quality of community-based services, to increase the number of families who receive community-based preventive and support services, and to expand the network of resources providing services to at-risk children and their families.

As of June 30, 2013, CFSA was serving 1367 children in foster care and 1702 children in their homes. In an attempt to reduce the number of families becoming involved with CFSA, we envision the development of a network of programs designed to support families who may be struggling with multiple risk factors associated with child abuse and neglect. Offering families immediate alternatives and easy access to services may, over time, contribute to a reduction in the incidence of reports of child abuse and neglect, particularly among populations that traditionally have not been able to access services to meet their needs.

The Family Preservation Project will provide critical legal advocacy and social work services to low-income families at risk of entering the child welfare system and potentially having a child removed from the home. The successful Applicant shall be responsible for coordinating legal support for parents and caregivers in an effort to prevent unnecessary removals and foster care placement, minimize the emotional trauma caused by removal and to provide an opportunity for children to remain with their parents, or with family members capable of caring for them when parents are not.

The FPP is modeled in part after a similar, successful program in Detroit, Michigan founded in 2009, called the Detroit Center for Family Advocacy (CFA). CFA provides legal advocacy and social work services to low-income families to prevent the unnecessary placement and prolonged stay of children in foster care. The Detroit program uses legal tools—such as guardianship, child custody or personal protection orders, or educational advocacy—to allow family members to protect and provide for children without the need for expensive and traumatic out-of-family placement. CFA also assists kinship and other caregivers to overcome legal obstacles to adoption or permanent guardianship—thus allowing children to exit foster care. Through July 31, 2012, CFA has managed to stave off the filing of a petition in 93% of its prevention cases and overcame barriers to permanency in 97% of its permanency cases.

Applicant Responsibility and Scope of Work

CFSA and community partners have already begun working together to identify, in general terms, the kinds of cases in which early, successful legal intervention by the program would ameliorate, if not solve, the issue that places a family at risk.

For instance, if a child is threatened with the possibility of removal because of allegations that his mother is failing to protect him from experiencing or witnessing domestic violence in the home, the FPP could help the mother obtain a civil protection order, and the child will be able to stay home with her instead of being moved out to live with non-family members. Similarly, if the child is threatened with removal due to inadequate housing --for example, lack of heat in the winter or other major housing conditions – the FPP could initiate proceedings to have the landlord remedy the deficient housing conditions, fight the eviction case, or help effectuate a transfer to a larger or better-maintained dwelling, as appropriate. Often times, assisting a parent in crisis through the process of transferring custody of her child to a trusted family member may be sufficient to avoid an incredibly disruptive and traumatic removal proceeding.

The FPP shall conduct an independent assessment of the situation and determine whether the legal or social work issue presented is one for which it can provide assistance. The FPP shall provide services to include but not limited to: checking for ethical conflicts with the contractor's prior clients, organizational conflicts, organizational capacity, as well as merit-based assessments of legal issues. Once a case is accepted, the FPP shall educate and work with the parent(s) or caregiver(s) and empower them with the legal tools they need to stem the risk of removal and keep the family together.

The FPP shall meet with CFSA staff to provide feedback on referrals, project outcomes and to make recommendations to improve the outcomes for families and their children. The FPP shall not reveal any information that would violate the attorney-client privilege existing between the applicant and clients.

The FPP shall be prepared to provide legal advocacy in the areas of guardianship and divorce proceedings. In addition, the FPP should also be prepared to refer clients to a pro-bono clinic in other jurisdictions when services cannot be provided in Washington, DC.

Program Objectives/Evaluation

During the grant period, CFSA and the Grantees shall jointly engage in a programmatic evaluation to determine the impact of services under the Family Preservation Project. CFSA and the Grantees shall jointly identify indicators to measure desired long-term outcomes. Such outcomes may include:

1. Absence of child maltreatment/involvement with CFSA post-intervention.
2. Satisfaction of parents with the program.
3. Enhanced ability of parents to self-advocate and problem solve, including:
 - Increased communication and positive family interaction.
 - Expanded network of social support.

Applicants must propose and demonstrate evaluation follow-up at 6, 12, and 18 months post-intervention.

No more than 10% of grant funds may be utilized for program evaluation. Applicants must include a detailed logic model specifying short-term and long-term outcomes. The Grantee shall participate fully in any CFSA-initiated or required program evaluations. In each subsequent year, an evaluation of all services provided under the grant agreement during the previous fiscal year shall be completed. Prior to the annual evaluation, CFSA and the Grantee shall jointly define the terms of the evaluation.

Applicant Responsibilities/Scope of Work

In its proposal, the Applicant must demonstrate the ability to provide services tailored to the target populations under the Family Preservation Project grant. In meeting those ends, the Applicant must meet, at a minimum, the following requirements:

1. The Applicant's program must be designed to meet the capacity requirements as outlined in the Program Scope.
2. Nothing in this RFA should conflict with any existing agreement between Applicant and the District of Columbia Child and Family Services Agency. Further, nothing in this RFA relieves Applicant of any agreement or obligations with CFSA.

The successful applicant must also:

1. Complete orientation provided by CFSA, which includes:
 - background on the population of children served by CFSA;
 - elements of child abuse and neglect;
 - the laws surrounding confidentiality and privacy;
 - written materials summarizing the training.

2. Comply with the administrative, reporting and evaluation requirements of a grant agreement which includes detailed monthly billing statements for an accounting of work performed.
3. Abide by the confidentiality laws of the District, and not discuss the fact that the child is involved with the system with anyone other than the child's social worker or CFSA staff.
4. Report suspected child abuse and neglect to 202-671-SAFE (CFSA's Hotline).
5. Show and maintain proof of insurance that meets the requirements set forth herein.
6. Comply with 29 DCMR, Chapter 82.

The provisions of this Grant Agreement shall be governed and construed under the laws and regulations of the District of Columbia. The Grantee agrees to comply with the confidentiality statutes in the D. C. Official Code, as well as other applicable child protection laws including, but not limited to, mandated reporter statutes.

Staff Requirements

The Applicant shall retain and maintain documentation that its staff, including volunteers, possesses adequate training and competence to perform the duties to which they have been assigned.

The Applicant shall maintain a complete written job description covering any positions funded in whole or in part through the grant, which must be included in the project files and be available for inspection on request. The job description shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and/or stipend allowance, and performance evaluation criteria. If hiring staff for this grant project, the Applicant shall obtain written documentation of work experience and personal references.

The Applicant shall maintain an individual personnel file for any project staff member who will contain the application for employment, references, applicable credentials/certifications and documentation of all training received, notation of any allegations of professional or other misconduct, applicant's action with respect to the allegations and the date and reason if terminated from employment or the grant program. All of these personnel materials shall be made available to the Grant Monitor or her designee upon request.

The Applicant shall ensure that all employees, volunteers, consultants and sub-contractors have been cleared through the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member or volunteer resided during the five years prior to employment under this grant, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

Training

The Applicant will be responsible for ensuring staff training and development are, at minimum, in compliance with licensure regulations and CFSA guidelines. The Applicant shall ensure training to program staff and volunteers on relevant child welfare topics, including but not limited to child abuse and neglect, the provision of community-based services.

Performance Standards and Quality Assurance

The Applicant shall monitor and evaluate all program activities. At a minimum, a semi-annual program evaluation shall include a review of the appropriateness, quality and timeliness of each service, as well as achievement of program objectives.

The Applicant shall be responsible for specific documentation of services provided to parents and families, and updates on both progress as well as any issues which may arise. The Applicant shall involve the participants in the development of project evaluations. When feasible, grant activities shall reflect concerns and suggestions offered by the program participants.

Monitoring

CFSA shall monitor and evaluate the performance of the Applicant according to the scope of work and related service delivery standards set forth in the Grant Agreement. The Grant Monitor or her designee will make periodic scheduled meetings with the Applicant to discuss the scope of work in relation to the services rendered to the target populations, and the relative success thereof.

Disciplinary Action

Grantees shall, upon discovery, discipline or terminate any staff found to be in violation of the District's drug and alcohol policy. In addition, Grantees shall document supervisory actions, conferences and personnel evaluations.

SECTION VIII: REVIEW AND SCORING OF APPLICATIONS

Applicant Review Panel

All grant applications will be reviewed by a panel. The review panel will be comprised of qualified professionals who have been selected for their expertise and knowledge of the child protection system, and the needs of the populations specific to this RFA. The review panel will review, score and rank each Applicant's proposal. Upon completion of its review, the panel shall make recommendations for awards based on the scoring process. The Director of CFSA or her designee shall make the final funding determination(s).

Scoring Criteria

Applicant(s') proposal submissions will be objectively reviewed against the following specific scoring criteria.

Criterion A: Theoretical and Technical Soundness of the Proposal (Total 55 Points)

1. The proposal clearly lays out who the target population will be, how the target population will be identified and engaged in the program, how the grant monies will be spent, and the measures which will be put in place to monitor program objectives. **(15 Points)**
2. The proposed activities and work plan appear likely to result in the accomplishment of project objectives and proposed outcomes consistent with requirements presented in the

Program Scope. (15 Points)

3. The proposed program evaluation includes the impact of services provided to the target population. **(10 points)**
4. The application clearly identifies the process of engaging parents in services, including the oversight to monitor the effectiveness and appropriateness of how the program is structured, staffed and evaluated. **(15 Points)**

Criterion B: Organizational Capability and Relevant Experience (Total 35 Points)

1. The Applicant provides documentation that the proposed program will be fully supported by their organization's management and/or governing body, and demonstrates that the proposed Family Preservation Project is compatible with the mission of the organization. **(5 Points)**
2. The Applicant demonstrates the knowledge and experience relevant to the legal advocacy and related challenges facing parents and at-risk families who come into contact with the child welfare agency. Where appropriate, the Applicant demonstrates partnership with other community-based organizations that may have expertise in providing services to the target population. **(10 Points)**
 - The Applicant demonstrates competence in the provision of the services for which funding is requested and consistency with the values presented in the Program Scope.
 - The Applicant has relevant experience with the target population.
 - Past performance demonstrates current capacity to effectively develop and implement the proposed program.
 - The Applicant has experience administering a program equivalent to the current request for applications.
3. Cultural competency and appropriateness of services proposed are demonstrated. **(10 points)**
 - The Applicant has identified and has demonstrated an understanding of issues affecting the target population.
 - At least two (2) letters of support from community groups are provided that detail the collaborative relationship with the Applicant, as well as the Applicant's ability to provide services to the target population.
4. Capacity to administer the proposed program is demonstrated. **(10 points)**
 - The Applicant demonstrates the organizational capacity to deliver, monitor and administer the services.
 - The Applicant demonstrates the capacity to deliver services in the natural environment of the target population.

Criterion C: Sound Fiscal Management and Reasonable Budget (Total 10 Points)

1. The Applicant provides evidence of sound fiscal management and financial stability and documents the availability of sufficient resources other than the grant funds to support the organization. **(5 Points)**
2. The Applicant demonstrates that the proposed budget is reasonable, realistic, and consistent with the limitations in this RFA and will achieve project objectives. The budget should also reflect the administrative costs, and the number of families expected to receive services as a result of this grant. **(5 points)**

Decision on Awards

The recommendations of the review panel are advisory only and are not binding on the Director of CFSA. The final decision on awards is vested solely with the Director of CFSA or her designee. After reviewing the recommendations of the review panel and any other information considered relevant, the Director of CFSA, or her designee, shall decide which Applicant(s) to award funds and the amount(s) to be funded. CFSA reserves the right to divide the grant award among multiple Applicants, in any amount. The award may reflect overall numbers, or be target population specific.

The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so. CFSA shall notify the Applicant in writing if its proposal is not selected for grant award.

Anticipated Announcement and Award Dates

Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only.

ATTACHMENT A - APPLICANT PROFILE

**FY 2014 Family Preservation Project
DCRL-2014-U-0009**

Application is made for a grant under the above-mentioned Grant to the District of Columbia in the amount of and for the purpose stated herein. I certify that is application is true to the best of my knowledge, and if awarded the application will conform to the conditions set forth by the Agency of which this request is granted.

Applicant/Organization Name:

Type of Entity: For-Profit _____ Non-Profit _____ Other _____

Contact Person:

Executive/Director/President

Date

Office Address:

Phone/Fax:

Email address:

Website URL:

Total Number to Be Served By Project: _____

Total Funds Requested:

Program Description:

Authorized Signature: The person signing below, who is an executive officer, is authorized by the Applicant to submit this application and has the legal authority to bind the Applicant to the expressed and inferred agreements herein.

ATTACHMENT B – ORIGINAL RECEIPT

Contracts Officer
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street SE, 2nd Floor
Washington, DC 20003

**FY 2014 Family Preservation Project
DCRL-2014-U-0009**

CHILD AND FAMILY SERVICES AGENCY IS IN RECEIPT OF AN APPLICATION
FROM:

(Contact Name/Please Print Clearly)
(Organization Name)
(Address, City, State, Zip Code)
(Phone/Fax)
(Email Address)
(Program Area)
(Amount Requested)

CFSA USE ONLY

(1) ORIGINAL APPLICATION and (3) COPIES.

RECEIVED ON THIS DATE: **September** , 2013 Please Indicate Time:

Received by: _____

**APPLICATIONS RECEIVED AFTER 2:00 PM on TUESDAY, SEPTEMBER 17, 2013
WILL NOT BE FORWARDED TO THE REVIEW PANEL**

ATTACHMENT C - CERTIFICATIONS

Certifications Regarding Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as material representations of fact.

1. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

- (a) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
- (c) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE REQUIREMENTS (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620;

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about ---
 - (1) The dangers of drug abuse in the workplace and
 - (2) The applicant's policy of maintaining a drug-free workplace.
 - (c) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (d) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Lafayette Barnes, Office of Partnerships and Grants Development, One Judiciary Square, 441 4th Street, NW Suite 1130, Washington, DC 20001.
 - (e) Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (c), (d), (e), and (f).

4. DRUG-FREE WORKPLACE REQUIREMENTS (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Contracts Officer
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street SE, 2nd Floor
Washington, DC 20003

As the duly authorized representative of the applications,
I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

2. Application Number and/or Project Name

3. Typed Name and Title of Authorized Representative

4. Signature

5. Date

ATTACHMENT D - STAFFING PLAN

Director Signature: _____ Date:

ATTACHMENT E - BUDGET

Applicants must also submit a Budget Narrative that explains in narrative form each proposed item in the attached budget, to the extent that such explanation or itemization is not already included in an attachment to a particular budget schedule. The Budget Narrative is an essential part of the budget submission.

Agency:
Date of Submission:

Project Manager:
Telephone #:
Email Address:

Category	Budgeted Amount	Justification (Narrative)
Personnel		
Fringe Benefits		
Travel/transportation		
Supplies/Minor Equipment		
Training		
Communications		
Occupancy Cost		
Other Direct Costs		
Indirect/overhead*		
Total:		

*** Indirect costs shall not exceed 10% of the overall budget and shall include the following categories:**

1. **Administration:** general organizational administration not associated with carrying out the specific service. This typically includes the salary, fringe benefits and overhead associated with a central administrative office. It includes a variety of activities not identifiable with program functions, but which are indispensable to their conduct and to the organization's corporate existence.
2. **Financial Management:** the services of a qualified accountant and / or bookkeeper

necessary to carry out the identified service. (Note: If financial management services are included in the “Administration” line, above, leave this line blank).

3. **Audit:** the services of a qualified auditing organization to determine that all-accounting principles were followed in managing the finances associated with delivering the identified service. (Note: If audit services are included in the “Administration” or “Financial Management” lines, above, leave this line blank).
4. **Other Indirect / Overhead:** any other costs required for delivering the identified service, which can neither be classified in one of the above three indirect/overhead categories, nor in an “Other Direct Cost” category on Schedule 10. Attach explanation and documentation.

ATTACHMENT F – ACKNOWLEDGEMENT

Applicable District and Federal Statutes and Regulations Acknowledgement

The Grantee shall comply with all applicable District and Federal Statutes and regulations as may be amended from time to time including but not necessarily limited to:

- The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990, 104 Stat. 327 (42 U.S.C. 12101 et seq.)
- Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973, 87 Stat. 355 (29 U.S.C. 701 et seq.)
- The Hatch Act, Chap. 314, 24 Stat. 440 (7 U.S.C. 361 a et. seq.)
- The Fair Labor Standards Act, Chap. 676, 52 Stat. 1060 (29 U.S.C.201 et seq.)
- The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dce. 29, 1970, 84 Stat. 1590 (26 U.S.C. 651 et.seq.)
- The Hobbs Act (Anti-Corruption), chap 537, 60 Stat. 420 (see 18 U.S.C.201)
- Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963, 77 Stat.56 (29 U.S.C.201)
- Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C.6101 et.seq.)
- Military Selective Service Act of 1973
- Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972, 86 Stat.235, (20 U.S.C. 1001)
- Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986, 100 Stat. 3359, (8 U.S.C. 1101)
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. 6381 et seq.)
- District of Columbia Language Access Act of 2004, DC Law 15-414
- Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995, 109 Stat. 693, (31 U.S.C. 1352)

As the duly authorized representative of the applications, I hereby certify that the applicant will comply with the above Certifications, Licenses and Assurances

Authorized Representative Signature and Title

Date